



CYNTHIA D. BANKS
Interim Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

"To Enrich Lives Through Effective And Caring Service"

June 14, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE AND ALLOCATION OF FISCAL YEAR (FY) 2005-06 WORKFORCE
INVESTMENT ACT (WIA) ADULT AND DISLOCATED WORKER FUNDS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Community and Senior Services (CSS) or designee, to accept up to \$21,767,111 in FY 2005-06 Workforce Investment Act (WIA) Adult and Dislocated Worker grant funds from the State Employment Development Department (EDD) and to execute all required documents with EDD, for the provision of WIA job related employment, placement, and training services to the residents of Los Angeles County.
2. Authorize the Interim Director of CSS, or designee, to accept funding augmentations or reductions from EDD, up to 15% of the original allocation, provided that the Director of CSS notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten working days of acceptance of funds.
3. Authorize the Interim Director of CSS, or designee, to negotiate and execute contracts in substantially similar form to the attached contract (Attachment A), with the twelve (12) WorkSource Centers listed in Attachments B and C, three (3) Workforce Investment Boards listed in Attachments B and C, and fourteen (14) Special Needs Agencies listed in Attachment B, and for the amounts set forth in Attachments B and C, for the provision of WIA employment and training programs, after County Counsel approval as to form, effective July 1, 2005 through June 30, 2006. The contract costs are fully financed using WIA Adult and Dislocated Worker funding.

4. Authorize the Interim Director of CSS, or designee, to execute WIA Subgrant Agreements, in substantially similar form to Attachment D, after County Counsel approval as to form, with the five (5) Regional Workforce Groups (RWGs) listed in Attachments B and C and for the amounts set forth in Attachments B and C. These RWGs have entered into a WIA Regional Workforce Group Agreement with the County for the provision of WIA services.
5. Authorize the Interim Director of CSS, or designee, to execute contract/Subgrant amendments, in substantially similar form as Attachments E and F, to increase or decrease the contract amounts based on contractor performance and availability of funding and/or time extension provided that: (a) the amount of change does not exceed 15% of the original contract/Subgrant amount; (b) approval of County Counsel and the CAO is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution, that such amendments have been executed. This action would assure full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.
6. Approve the contract between TTI America, Inc, and the County of Los Angeles and the assignment of TTI America Inc's contract. to Arbor E& T, L.L.C. effective January 31, 2005 through June 30, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County of Los Angeles has been designated by the State as a Local Workforce Investment Area for the purpose of administering WIA. The administration of this program meets the County's responsibility to the State to ensure that workforce investment programs/services are provided in the Los Angeles County Workforce Investment Area.

Implementation of Strategic Plan Goals

The recommended actions support the County-wide Strategic Plan Goal 1: Service Excellence.

Performance Measures

Performance evaluations are based on the measures established in the WIA and are aligned with the County's Performance Counts! Initiative.

The two performance outcomes to be tracked are unsubsidized placement into employment and job retention.

FISCAL IMPACT/FINANCING

The costs for the WIA Adult and Dislocated Worker Programs for FY 2005-06 total \$21,767,111. In addition we are estimating approximately \$166,666 in unspent FY 2004-05 WIB Priority Funding to be carried over for Business Outreach and Job Development.

FUNDING	ADULT	DISLOCATED WORKER	TOTAL
One-Stop Centers/ WIA Service Providers	9,236,578	8,681,844	17,918,422
City of Palmdale	142,371	218,059	360,430
Assert, Inc. (held in abeyance)	65,132	0	65,132
LA Urban League South Central (Avalon) Facilities	262,330	262,330	524,660
API Mini-Career Center	84,963	90,037	175,000
Technology (Website/Call Center)	59,398	57,246	116,644
City of Hawthorne for South Bay WIB I-Train Certification	37,500	37,500	75,000
Business Outreach and Job Development	83,333	83,333	166,666
A-C Monitoring	116,766	112,537	229,303
CSS MIS	64,065	61,744	125,809
CSS Administration	1,118,789	1,057,922	2,176,711
Grand Total	11,271,225	10,662,552	21,933,777

There is no impact on the County general fund and funding has been included in the Department's FY 2005-2006 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

One-Stop Centers/WIA Service Providers

Contracted One-Stop Centers are the communities' key entry to WIA services. These Centers provide mandated services including Core, Intensive and Training services. Core services are available to a universal population that include, but are not limited to, comprehensive counseling, assisted job search, program eligibility determination, and referral information. Provision of Intensive services include comprehensive and specialized assessment of skill levels and service needs, diagnostic testing, in-depth interviewing and evaluation to identify employment barriers, development of an

The Honorable Board of Supervisors

June 14, 2005

Page 4 of 8

individual employment plan, group counseling, individual counseling and career planning, case management and short-term prevocational services. Training services are available for low income or dislocated workers who qualify under WIA for training and have not attained employment through Core or Intensive services. One-Stop Center funding is based on availability of funding and a formula of need in the service communities. The continuation of the One-Stop Centers' delivery concept ensures that the County Workforce Investment Area meets the requirements of WIA.

RWGs

The RWGs are municipalities and joint powers authorities established by various cities within Los Angeles County. These RWGs operate One-Stop Centers which were grandfathered into the Local Workforce Investment Area by the WIB, in accordance with WIA, which allows the local board (WIB), chief elected official (Board of Supervisors) and the Governor to approve the continuance of one-stop centers in a One-Stop Delivery system established prior to the enactment of WIA. Your Board approved the RWG Agreement that is a non-financial agreement between the RWGs, the WIB, and the County. The RWG Agreement provides that an annual subgrant outlining the relevant terms and conditions of WIA funds be awarded to each RWG entering into the agreement. The five RWGs being recommended for funding will cover all Supervisorial Districts.

City of Palmdale

A total of \$360,430 in WIA Adult and Dislocated Worker funds is for the City of Palmdale for the provision of WIA employment and training program services. These services were previously provided by Antelope Valley Workforce Development Consortium (AVWDC), a Joint Powers Agency (JPA) established by the City of Lancaster, Antelope Valley College, State Employment Development Department, and other entities to provide employment services under the Workforce Investment Act. On March 29, 2005 CSS was notified that the City of Palmdale was withdrawing from the AVWDC in accordance with provisions of the joint powers agreement and seeking separate certification to operate as a one-stop in the City of Palmdale. In order to avoid a break in service, CSS is recommending funding for this agency contingent upon this agency receiving certification from the WIB. In this respect, CSS has met with the City of Palmdale and begun the process of ensuring certification.

Assert, Inc.

A total of \$65,132 in WIA Adult funds is being held in abeyance for Assert, Inc. pending the reinstatement of this agency's status on the ETPL as required by the State. This agency has been given until September 30, 2005 to reinstate their status with ETPL/I-Train and execute a contract with the County. In the event ASSERT is unable to reinstate its status with ETPL, the funds will be reallocated within the same Supervisorial District.

LA Urban League South Central (Avalon) Facilities

A total of \$524,660 in WIA Adult and Dislocated Worker funds will be used for the purpose of covering facilities (lease) costs for the operation of the One-Stop Center, located at 12700 S. Avalon Blvd. in Los Angeles. The One-Stop Center operates in a facility leased by the County of Los Angeles under a ten-year lease agreement. The Los Angeles Urban League operates this One-Stop Center.

Asian Pacific Mini Career Center

A total of \$175,000 in WIA Adult and Dislocated Worker funds has been set-aside for the Asian-Pacific Islander Mini-Career Center, pending the completion of a competitive RFP process. The proposed contract recommended for award through this process will be forwarded to your Board for approval at a later date.

Technology (Website/Call Center)

A total of \$116,644 in WIA Adult and Dislocated Worker funds will be used to cover the costs of the maintenance of the WorkSource California website for the WIA programs information to business services and job seekers, and for the staffing costs of the call center used by job seekers as a referral to the WorkSource Centers for direct job-related services.

City of Hawthorne for South Bay WIB I-Train Certification

A total of \$75,000 in WIA Adult and Dislocated Worker funds will be used to cover the costs associated with the contract between the City of Hawthorne, on behalf of the South Bay Workforce Investment Board, and the County to procure qualified vendors for individual referrals to classroom training in support of the State-required Eligible Training Provider List (ETPL) through the Regional Training Vendor Directory (RTVD), the Public Training Vendor Directory (PTVD), and the Community-based Organization Training Vendor Directory (CTVD). Your Board previously approved a contract with the City of Hawthorne to provide State required Eligible Training Provider List-related services which include the procurement of qualified vendors for individual referrals to classroom training in support of the State-required ETPL.

Business Outreach and Job Development

In FY 2004-05, your Board previously approved funds to provide job development and business outreach to businesses and potential employers to increase job opportunities for the WorkSource Centers/Youth Centers system wide. CSS intended to procure two consultants through a competitive Request for Proposal (RFP) process to further outreach and job opportunities to job seekers. However, due to timing constraints, the RFP was not released and the funds remain unspent. As such, for FY 2005-06

\$166,666 in unspent FY 2004-05 Adult and Dislocated Worker carryover funds will be used to hire two consultants to perform business outreach and job development. The \$166,666 is the proportionate share from these two grants for an RFP which is expected to be released in September 2005.

A-C Monitoring

A total of \$229,303 in WIA Adult and Dislocated Worker funds will be used for the FY 05-06 monitoring costs of the CSS WIA programs by the Auditor Controller for the pilot program as approved by the Board of Supervisors.

CSS MIS

A total of \$125,809 in WIA Adult and Dislocated Worker funds will be used to cover costs incurred by MIS staff for the compilation of client data for the WIB relative to the analysis of contractor reporting and performance. This data includes individual activities a client is involved in such as job training and classroom remediation as well as client demographic information and client outcome tracking.

SER-Jobs

Funding for this agency is conditional due to monitoring findings that must be fully resolved by September 30, 2005 (end of first quarter). In the event that this agency does not resolve the monitoring findings, the contract will be terminated and funds will be reallocated within the same Supervisorial District. A full report of the findings and status is available upon request, and CSS will report back to the board by memo advising of the final outcome and resolution of this matter.

TTI America Inc./Arbor E & T, L.L.C

On June 15, 2004 the Board approved the WIA Adult Special Needs contract for TTI America, Inc for the provision of WIA employment and training services. On January 24, 2005 CSS was notified of the sale of TTI America, Inc. to Arbor E & T, L.L.C. effective January 31, 2005. Contract Compliance staff reviewed Financial Statements and Single Audits submitted by Arbor E & T, L.L.C. to confirm Arbor's financial stability for the recommendation of the assignment of TTI, America Inc.'s contract to Arbor E & T, LLC. Upon approval of this assignment, Arbor E & T, L.L.C. will perform all contract services and the performance of the WIA Special Needs contract will not be affected by this sale.

The WIB approved the funding recommendations and specified in Attachments B and C at their April 14, 2005 meeting.

CONTRACTING PROCESS

The Honorable Board of Supervisors
June 14, 2005
Page 7 of 8

The WIB grandfathered all existing One-Stop Centers into the Local Workforce Investment Area in accordance with the WIA, which allows the local board (WIB), chief elected official (Board of Supervisors) and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of the WIA; with the exception of the ACS/East Los Angeles WorkSource Center and the Los Angeles Urban League-South Central WorkSource Center that were subject to a Request for Proposal process, which was submitted as part of the local Five Year Plan (as required by the WIA) and approved by the Workforce Investment Board, Board of Supervisors and the Governor of the State of California.

In accordance with the County Charter, agreements for provision of services by the RWGs within the County were negotiated on a non-competitive basis. The RWG agreement was approved by your Board on June 15, 2004. Only those RWGs which have entered into an RWG agreement with the County will be authorized to be awarded a subgrant of WIA Adult and Dislocated Worker funds allocated in this letter.

In view of pending WIA Reauthorization, CSS has notified the State that the procurement for the 14 Special Need agencies will be extended for one more year. The Special Need agencies were procured through an open competitive RFP on September 17, 2002 as required by law.

CSS has informed the WIA contractors that no start-up activities can begin until CSS' funding recommendation Board Letter is filed and approved by the Board of Supervisors.

The contracts with the WIA Adult and Dislocated Worker agencies listed on Attachments B and C will be executed within 30 days after the Board agenda filing deadline.

Attachment G provides information about each contractor's status with regard to minority and women-owned business enterprises.

The CAO has reviewed and concurs with the recommended actions. County Counsel has reviewed and approved the attached agreements and amendments as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

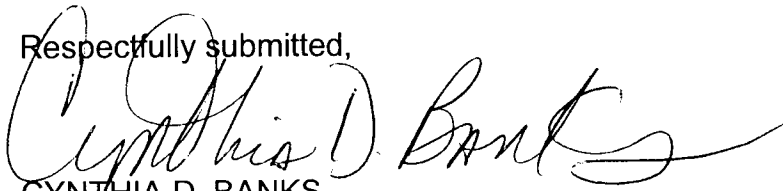
The recommended actions will allow for the continued provision of workforce investment services to jobseekers with employers within Los Angeles County.

The Honorable Board of Supervisors

June 14, 2005

Page 8 of 8

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cynthia D. Banks". The signature is fluid and cursive, with the first name "Cynthia" being more prominent and the last name "Banks" following in a similar style. The signature is written over the printed name and title.

CYNTHIA D. BANKS

Interim Director

Attachments (5)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley

JM:MM:lb



COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT GRANT
ADULT AND DISLOCATED WORKER PROGRAM
CONTRACT

*By and Between the County of Los Angeles,
and _____*

**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT GRANT
ADULT AND DISLOCATED WORKER PROGRAM CONTRACT**

This Contract is entered into this 1st day of July , 2005_, by and between the County of Los Angeles, by and through its Department of Community and Senior Services (“CSS”), and _____ (“Contractor”).

PREAMBLE

WHEREAS, the Workforce Investment Act Adult and Dislocated Worker Program (Public Law 105-220) (hereinafter, the “Program”) was implemented to provide a comprehensive array of Workforce Investment Act services to adult and dislocated workers through the One-Stop delivery system; and,

WHEREAS, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this 5-page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)
- (4) Budget (Exhibit D)
- (5) Performance Requirements (Exhibit E)
- (6) Department Required Documents (Exhibit F)
- (7) Program Required Documents (Exhibit G)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Exhibit B (Mandated Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County, Employment Development Department and the Department of Labor, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with § 402 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (**Exhibit A**). Absent compliance with § 402 and execution of the Contract, Contractor shall not be authorized to provide services set forth in **Section 2**, and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) In accordance with § 1002 (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:

- (1) General Liability: Not less than – \$1 million per occurrence; – \$1 million aggregate for Products/Completed Operations; \$1 million for Personal and Advertising Injury; and – \$2 million general aggregate.
- (2) Automobile Liability: Not less than \$1 million for each accident, however, if contractor is transporting participants then Automobile Liability insurance of no less than \$3 million per occurrence is required.
- (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
- (4) Crime Coverage: In per occurrence amounts not less than \$50,000 for Employee Dishonesty; \$50,000 for Forgery or Alteration; \$50,000 for Theft, Disappearance and Destruction; and \$50,000 for

Burglary and Robbery.

- (5) Professional Liability: Not less than \$1 million per occurrence and \$3 million aggregate.

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 5th working day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or all of the amount invoiced.

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ dollars (\$_____.00) during the term of this Contract.

SECTION 4. PROGRAM MONITORING. (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring of the Standard Terms and Conditions (**Exhibit A**).

(b) The County intends to perform contract compliance reviews and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, it is contemplated that CSS will conduct periodic reviews and monitoring no less than quarterly during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

SECTION 5. TERM. The term of this Contract shall commence on July 1, 200_ and terminate no later than June 30, 200_, except as otherwise provided in this Contract.

SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be Josie Marquez, Director, Employment and Training and/or such other person designated by the Director.

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor shall be _____,
_____. (Name)
(Title)

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices:

Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1) County of Los Angeles

Cynthia Banks,
Interim Director
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

County of Los Angeles

Josie Marquez, Director,
Employment and Training
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

(2) Contractor

Attention: _____

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

(Authorized Signature)

(Authorized Signature)

(Typed Name)

(Typed Name)

(Title)

(Title)

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contractor to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks, Interim Director
Community & Senior Services

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

STATE AND FEDERAL GRANT PROGRAMS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

	<u>Page(s)</u>
§ 226. Sectarian Activities	12
§ 227. Quality Assurance Plan.	12
§ 228. Compliance with Tax Regulations.	12
§ 229. General Grievance Procedures.	12
§ 230. Compliance with Jury Service Program.	13
§ 231. Notice to Employees Regarding Safely Surrendered Baby Law.	14
§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.	14
§ 233. Compliance with County Living Wage Program	14
§ 234. Changes in Services/Key Personnel	18
§ 300. INDEPENDENT CONTRACTOR.	18
§ 301. Independent Contractor.	18
§ 302. Limitations.	19
§ 303. General Warranty.	19
§ 304. Organizational Structure	19
§ 400. CONTRACT ADMINISTRATION.	19
§ 401. County Administration	19
§ 402. Contractor Administration – Contractor's Program Manager	19
§ 403. Conditions Precedent to Execution of Contract.	19
§ 404. Contractor's Administrative and Accounting Procedures.	20
§ 405. Contractor's Staff Identification	21
§ 500. PROVISION OF SERVICES.	21
§ 501. Services.	21
§ 502. Non-Authorized Participants.	21
§ 503. Excess Work	21
§ 504. Confidentiality	21
§ 600. COMPENSATION AND METHOD OF PAYMENT.	21
§ 601. No Payment for Services Provided Following Expiration/Termination of Contract	21
§ 602. Cost of Living Adjustments	21
§ 603. Request for Cash.	22
§ 604. Fixed Fee Charges.	22
§ 605. Reimbursement for Actual Expenditures.	22
§ 606. Request for Advance Payment	22
§ 607. Return of Advanced Funds.	22

TABLE OF CONTENTS

	<u>Page(s)</u>
§ 1106. Termination for Improper Consideration.	34
§ 1107. Suspension of Contract.	34
§ 1108. Probation.	34
§ 1200. GENERAL PROVISIONS	35
§ 1201. Time of Performance.	35
§ 1202. Contract Modifications/Amendments.	35
§ 1203. Prohibition Against Delegation and Assignment.	35
§ 1204. Subcontracting.	36
§ 1205. Repayment.	37
§ 1206. Payment Contingency.	37
§ 1207. Acquisition of Supplies and Equipment.	37
§ 1208. Notices.	37
§ 1209. Waivers.	38
§ 1210. Grievance Procedures.	38
§ 1211. Prohibition of Fees.	38
§ 1212. Validity.	38
§ 1213. Disputes.	38
§ 1214. Entire Contract.	38
§ 1215. Captions.	39
§ 1216. Clean air and Water Acts.	39
§ 1217. Intellectual Property Provisions.	39

§ 200. ASSURANCES/CERTIFICATIONS.

The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances,

and directives, and all provisions required to be included in this Contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(c) The Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

(1) California Welfare & Institutions Code (WIC);

(2) California Department of Social Services (CDSS) Manual of Policies and Procedures;

(3) Social Security Act;

(4) State Energy and Efficiency Plan (Title 24, California Administrative Code);

(5) Clean Air Act (Section 306, 42 USC 1857(h));

(6) Clean Water Act (Section 508, 33 USC 1368);

(7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);

(8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons

complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in subdivision (f) above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars (\$10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse. The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil

Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing

"protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

(4) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(5) "Services" has the same meaning as in this Agreement.

(6) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

(7) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

(b) Obligations of Contractor.

(1) Permitted Uses and Disclosures of Protected Health Information. Contractor:

(A) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Subparagraphs (b)(3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) of this §210;

(B) shall Disclose Protected Health Information to County upon request;

(C) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(3) Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the

to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(c) **Obligation of the County.** County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

(d) **Term and Termination.** (1) Term. Contractor's obligations under Subparagraphs (b)(1) (as modified by Subparagraph (d)(2)), (3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

(A) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(B) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(C) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

(A) Except as provided in paragraph (d)(3)(B) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all

Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(B) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(e) **Miscellaneous.** (1) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this §210.

(3) Relationship to Agreement Provisions. In the event that a provision of this §210 is contrary to any other provision of this Agreement, the provision of this §210 shall control.

(4) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as

well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that

Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

§ 224. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Sectarian Activities. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does

it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. Compliance with Tax Regulations. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 229. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes

(4) Contractor's violation of this § 230 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 231. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 233. Compliance with County Living Wage Program. (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is

not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this § 233, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this § 233. The provisions of this § 233 shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or

until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

(f) **Notifications to Employees.** The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

(g) **Enforcement and Remedies.** If the Contractor fails to comply with the requirements of this § 233, the County shall have the rights and remedies described in this § 233 in addition to any rights and remedies provided by law or equity.

(1) **Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) **Withholding of Payment.** If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) **Liquidated Damages.** It is mutually understood and agreed that the

Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) **Termination.** The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) **Remedies for Payment of Less Than the Required Living Wage.** If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) **Withholding Payment.** If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount

an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(I) **Neutrality in Labor Relations.** The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the

National Labor Relations Act.

§ 234. Changes in Services/Key Personnel. (a) Contractor shall notify CSS whenever there is an anticipated major change in the delivery of services or whenever the Contractor experiences conditions that result in service level changes such as an increase or decrease in service delivery by greater than twenty percent (20%), a relocation of services either in whole or in part to new facilities, substantial personnel changes, or any other action of major significance. Contractor must give CSS thirty (30) days' advance written notice prior to the relocation of any services contracted under this Agreement. The County reserves the right to approve or disapprove the relocation of services including the physical facility, its location, and its jurisdiction. Such approval shall not be unreasonably withheld. This requirement, however, shall not effect or otherwise impact other approval/certification processes set forth in applicable provisions of this Agreement or federal, State, local laws, rules and regulations governing the program under which this Agreement is funded.

(b) The County's award of this Agreement was based in part on the qualifications of the Contractor's key personnel, the including program/project manager identified in the selection process. As a result, the County reserves the right to approve in advance any Contractor changes in key personnel or the percentage of time such personnel performs Services under the terms of this Agreement, and to have Contractor replace such personnel. Contractor shall provide County thirty (30) days written notice prior to any changes in key personnel.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with § 203 herein.

(7) A Child Support Compliance Program certification, in accordance with §§ 209 & 210 herein.

(8) A certification of no conflict of interest, in accordance with § 213 herein.

(9) A certification regarding lobbying, in accordance with § 214 herein.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with § 216 herein.

(11) A certification regarding debarment, in accordance with § 217 herein.

(12) Certification regarding County Jury Service Program, in accordance with § 230 herein.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and § 233 herein.

(14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 404. Contractor's Administrative and Accounting Procedures. (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with § 701 herein.

(2) Contractor's Personnel Policy, as set forth in § 219 herein.

(3) Contractor's standards of ethical conduct as required by § 213 herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

(b) **Agreements with Other Funding Sources.** A copy of any agreements between the Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 603. Request for Cash. Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 604. Fixed Fee Charges. To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 605. Reimbursement for Actual Expenditures. Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 606. Request for Advance Payment (a)
To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of

the Contractor's annual allocation set forth in Section 3 of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 607. Return of Advanced Funds. Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies and Procedures.

(a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management and Budget (OMB) Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals

(\$500,000) for fiscal years ending after December 31, 2003.

(2) The audits required by this § 800 shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor fails to have a requisite audit performed in accordance with this § 801, the County may withhold payment to the Contractor in an amount

determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this § 801 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

§ 802. Records. (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years after the final closeout of the subgrant between the County and State, unless otherwise instructed in writing by an authorized County or State representative. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the

items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to § 803 (e), each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days

following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this § 803 (f), except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this § 803 (f) shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own

for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State

grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this § 807, exempt as it pertains to other sources of funding for the Program. All other provisions of this § 807 shall apply. Failure of the Contractor to comply with the requirements of this § 807 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

§ 808. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of Services expressly set forth in this Agreement, without the prior written approval of the County in accordance with

(2) Clearly evidence all coverages required in this Contract;

(3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings:* Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability:* General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability:* (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation:* A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section 2(d)** of the foregoing Contract.

(4) *Crime Coverage:* Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability:* Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers,

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this § 1000 related to insurance,

shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION / PROBATION

§ 1101. Termination for Contractor's Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 209 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to §1101 "Termination for Contractor's Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program

Manager, or the County manager charged with the supervision of the employee or to the County Auditor- Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This in no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Contractor's Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ 1211. Prohibition of Fees. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a) This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and**

Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of this § 1217. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby

grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1217 or result in a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1217 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that :

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or

acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private

performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1217 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without

WIA Adult Program FY2005-2006 Recommended Allocations

ATTACHMENT B

Projected Carryover for Job Development and Business Outreach						Final Allocation
						11,187,892
						83,333
Total Available						11,271,225
	Sup District 1	Sup District 2	Sup District 3	Sup District 4	Sup District 5	Totals
RWGW WORKSOURCE CENTERS (Subgrantees)						FY05-06
City of Compton - Compton Careerlink		443,986				443,986
H.S. Consortium of the East San Gabriel Valley dba LA Works	583,926			218,277	454,213	1,256,416
Hub Cities Consortium	930,272	291,921				1,222,193
Southeast Area Social Services Funding Authority (SASSFA)	283,591			280,634		564,225
West San Gabriel Valley Consortium dba Career Partners - Rosemead	699,543				380,642	1,080,185
WORKSOURCE CENTERS						
Affiliated Computer Services Inc. (ACS) - ELA	604,407	-	-	168,690	-	773,097
Antelope Valley Workforce Development Consortium	-	-	-	-	242,068	242,068
City of Palmdale	-	-	-	-	142,371	142,371
Chicana Service Action Center	258,153	-	-	-	-	258,153
Goodwill Industries	453,114	-			26,271	479,385
Jewish Vocational Service (satelite)	-	-	138,383	-	-	138,383
Los Angeles Community College District - LA Mission College	-	-	113,563	-	-	113,563
Los Angeles Urban League - Pomona	304,866	-	-	-	-	304,866
Los Angeles Urban League - South Central	-	641,427	-	-	-	641,427
SASSFA-Paramount				206,854		206,854
CITY/COUNTY FUNDED WORKSOURCE CENTERS						
Career Planning Center Inc. - WLA	-		250,908	21,227	-	272,135
EI Proyecto Del Barrio	-	-	91,463	-	-	91,463
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita, Torrance Workforce Investment Network	-	20,878	-	2,187	-	23,065
City of Pasadena - Foothill Workforce Investment Board	-	-	-	-	87,057	87,057
City of Hawthorne for South Bay Workforce Investment Board		77,771		6,269		84,040
WORKSOURCE CENTERS TOTAL	4,117,872	1,475,983	594,317	904,138	1,332,622	8,424,932
SPECIAL NEEDS AGENCIES						
Asian American Drug Abuse, Inc.	52,648	22,564				75,212
Basic Adult Spanish Education (BASE)			39,310		26,207	65,517
Community Based Education and Development			45,487	26,714		72,201
Goodwill Industries	63,821					63,821
Housing Authority City of Los Angeles	51,027	18,857				69,884

WIA Adult Program FY2005-2006 Recommended Allocations

ATTACHMENT B

Jewish Vocational Service				42,347		28,232	70,579
New Directions, Inc.	19,913	6,295	6,294		13,103	19,912	65,517
Pacific Asian Consortium in Employment (PACE)	59,522	14,880					74,402
* SER-Jobs for Progress	80,072				20,018		100,090
Streightights/Releigh Studios	31,170	14,170		4,395		23,508	73,243
Arbor E&T formerly TTI America				43,807		29,204	73,011
UAW-LETC	60,262	15,066					75,328
Van Ness Recovery House	15,462	7,596	22,112		7,521	22,521	75,212
SPECIAL NEEDS AGENCIES TOTAL	433,887	99,428	203,752	67,356	149,584	954,017	
SERVICE PROVIDER TOTAL	4,551,769	1,575,411	798,069	971,494	1,482,206	9,378,949	
Avalon Facilities Costs		262,330					262,330
** Assert, Inc. (held in abeyance)						65,132	65,132
API Mini-Career Center						84,963	84,963
SUB-TOTAL		262,330				150,095	412,425
Technology (Website/Call Center)							59,398
City of Hawthorne for South Bay WIB I-Train Certification							37,500
A-C Monitoring							116,766
CSS MIS							64,065
CSS Administration							1,118,789
SUB-TOTAL							1,396,518
GRAND TOTAL							11,187,892

* SER-Jobs for Progress conditionally approved pending the resolution of monitoring findings.

** Assert, Inc. funding held in abeyance pending the reinstatement of this agency's status on ETPPL.

WIA Dislocated Program FY2005-2006 Recommended Allocations

ATTACHMENT C

Projected Carryover for Job Development and Business Outreach Allocations						Final Allocation
						10,579,219
Total Available						83,333
						10,662,552
RWG WORKSOURCE CENTERS (Subgrantees)	Sup District 1	Sup District 2	Sup District 3	Sup District 4	Sup District 5	Totals
RWG WORKSOURCE CENTERS (Subgrantees)						FY05-06
City of Compton - Compton Careerlink		372,178				372,178
H.S. Consortium of the East San Gabriel Valley dba LA Works	565,736			316,793	888,165	1,770,694
Hub Cities Consortium	630,990	277,680				908,670
Southeast Area Social Services Funding Authority (SASSFA)	336,856			351,391		688,247
West San Gabriel Valley Consortium dba Career Partners - Rosemead	503,106				322,239	825,345
WORKSOURCE CENTERS						
Affiliated Computer Services Inc. (ACS) - ELA	420,174			144,965		565,139
Antelope Valley Workforce Development Consortium					457,239	457,239
City of Palmdale					218,059	218,059
Chicana Service Action Center	245,273					245,273
Goodwill Industries	394,836				41,466	436,302
Jewish Vocational Services (satellite)			142,153			142,153
Los Angeles Community College District - LA Mission College			307,555			307,555
Los Angeles Urban League - Pomona	493,499					493,499
Los Angeles Urban League - South Central		731,090				731,090
SASSFA-Paramount				149,751		149,751
CITY/COUNTY FUNDED WORKSOURCE CENTERS						
Career Planning Center Inc. - WLA		43,380	154,477	29,545		227,402
El Proyecto Del Barrio			70,501			70,501
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita, Torrance Workforce Investment Network				47,384		47,384
City of Pasadena - Foothill Workforce Investment Board					111,723	111,723
City of Hawthorne for South Bay Workforce Investment Board		91,258		40,441		131,699
SERVICE PROVIDER TOTALS	3,590,470	1,515,586	674,686	1,080,270	2,038,891	8,899,903
Avalon Facilities Costs		262,330				262,330
API Mini-Center					90,037	90,037
SUB-TOTAL	3,590,470	1,515,586	674,686	1,080,270	2,038,891	352,367
Technology (Website/Call Center)						57,246
City of Hawthorne for South Bay WIB I-Train Certification						37,500
A-C Monitoring						112,537
CSS MIS						61,744
CSS Administration						1,057,922
SUB-TOTAL						1,326,949
GRAND TOTAL						10,579,219

COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
SUBGRANT AGREEMENT
By and Between the County of Los Angeles,
and «Contractor»



WORKFORCE INVESTMENT ACT
SUBGRANT AGREEMENT

Subgrant Nos.: _____
Adult _____
DW _____
Youth _____
RR _____
Modification No.: _____

SUBGRANTOR: County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020

«Address»

«City», CA «zip»
SUBGRANTEE: «Contractor» _____

This Subgrant Agreement is entered into by and between the County of Los Angeles through its Department of Community and Senior Services, hereinafter the Subgrantor, and the «Contractor» hereinafter the Subgrantee (or «Contractor» for purposes of Exhibit B). The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant, the approved RWG Agreement for the above-named RWG service area, the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California, pursuant to the Workforce Investment Act (WIA). This Subgrant consists of this sheet and the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
Standard Terms and Conditions
Mandated Program Requirements/Narrative
Budget
WIA Performance Requirements
Exhibit A, pages 1 through 1
Exhibit B, pages 43 through 43
Exhibit C, pages 1 through 4
Exhibit D, pages 1 through 8
Exhibit E, pages 1 through 9

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL."

PRIOR AMOUNT: 0.00
INCREASE/DECREASE: «Total»
TOTAL: «Total»

TERM OF AGREEMENT: Except as expressly provided on the attached Exhibits, the term of this Subgrant shall be from July 1, 2005 to June 30, 2006.

INSURANCE REQUIREMENTS: In accordance with § 1002 (Insurance) of the Standard Terms and Conditions (Exhibit B), the Subgrantee shall provide the mandated programs of insurance at the following limits:

General Liability: Combined single limit of not less than \$ 1 million per occurrence; and
\$ 3 million general aggregate.
Automobile Liability: Not less than \$1 million for each accident, however, if sub-grantee is transporting participants then Automobile Liability insurance of no less than \$3 million per occurrence is required.

Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$ 1 million for each accident and disease for each employee and policy limit.
Crime Coverage: In per occurrence amounts not less than \$50,000 for Employee Dishonesty; \$50,000 for Forgery or Alteration; \$50,000 for Theft, Disappearance and Destruction; and \$50,000 for Burglary and Robbery.
Professional Liability: Not less than \$ 1 million per occurrence and \$ 3 million aggregate.

PURPOSE: To initiate the RWG's WIA Title I Subgrant for Fiscal Year 2005-2006.

AUTHORIZED SIGNATURES: Person(s) authorized to sign Subgrantee's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

APPROVED FOR SUBGRANTOR	APPROVED FOR SUBGRANTEE
_____ «Contractor»	_____

By: _____ Cynthia Banks Interim Director	By _____ Name and Title
--	----------------------------

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

WIA SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Subgrantee: «Contractor»

Exhibit A
Page 1 of 1
Subgrant Nos.: Adult
DW
Youth
RR
Modification No.:

ALLOCATION:

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
WIA Adult	0.00	«Adult»	0.00	«Adult»
WIA Dislocated Worker	0.00	«DW»	0.00	«DW»
WIA Youth (In School)	0.00			
WIA Youth (Out of School)	0.00			
Rapid Response				
GRAND TOTAL	0.00	«Total»	0.00	«Total»

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modification purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: «Contractor»

Exhibit C
Page 1 of 3
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2005 – 2006 Workforce Investment Act - Title I Subgrant Agreement by incorporating the Workforce Investment Act (WIA) Adult funds.

The Subgrantee shall operate this program in accordance with the approved Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California.

The Subgrantee will comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, and the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: «Contractor»

Exhibit C
Page 2 of 3
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Dislocated Worker

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2005 – 2006 Workforce Investment Act - Title I Subgrant Agreement by incorporating the Workforce Investment Act (WIA) Dislocated Worker funds.

The Subgrantee shall operate this program in accordance with the approved Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California.

The Subgrantee will comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, and the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: «Contractor»

Exhibit C
Page 3 of 3
Subgrant Nos.: Adult DW Youth RR
Modification No.:

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2005 – 2006 Workforce Investment Act - Title I Subgrant Agreement by incorporating the Workforce Investment Act (WIA) Youth funds.

The Subgrantee shall operate this program in accordance with the approved Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California.

The Subgrantee will comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, and the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: _____

Exhibit C
Page 4 of 4
Subgrant Nos.: Adult
DW
Youth
RR
Modification No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2005 – 2006 Workforce Investment Act - Title I Subgrant Agreement by incorporating the Workforce Investment Act (WIA) Rapid Response funds.

The Subgrantee shall operate this program in accordance with the approved Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California.

The Subgrantee will comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, procedures, and WIB approved memorandums of understanding, adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, and the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: «Contractor»

Exhibit D
Page 1 of 6
Subgrant Nos.: Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Adult

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
BUDGET

Subgrantee: «Contractor»

Exhibit D
Page 3 of 6
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Dislocated Worker

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: «Contractor»

Exhibit D
Page 5 of 6
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Youth
BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: «Contractor»

Exhibit D
Page 7 of 8
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Rapid Response

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

HOA.236621.1

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee: «Contractor»

Exhibit E
Page 1 of 7
Subgrant Nos.: Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

PLEASE NOTE: THE PERCENTAGES/NUMBERS LISTED ON THE TABLE BELOW, HAVE NOT BEEN FINALIZED BETWEEN THE COUNTY AND THE STATE AND ARE TO BE USED FOR PLANNING PURPOSES ONLY. Subgrantees will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, Subgrantees will be notified of the revised performance levels.

Adult

DOL Performance Measure	Required Level
Entered Employment Rate	73.7%
Employment Retention Rate	80.7%
Earnings Change Rate	\$3,400
Employment and Credential Attainment Rate	55%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: «Contractor»

Exhibit E
Page 3 of 7
Subgrant Nos.: Adult DW Youth RR
Modification No.:

FUNDING SOURCE: WIA Title I Dislocated Worker

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

PLEASE NOTE: THE PERCENTAGES/NUMBERS LISTED ON THE TABLE BELOW, HAVE NOT BEEN FINALIZED BETWEEN THE COUNTY AND THE STATE AND ARE TO BE USED FOR PLANNING PURPOSES ONLY. Subgrantees will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, Subgrantees will be notified of the revised performance levels.

Dislocated Worker

DOL Performance Measure	Required Level
Entered Employment Rate	78.5%
Employment Retention Rate	87.9%
Earnings Replacement Rate	88%
Employment and Credential Attainment Rate	58%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee: «Contractor»

Exhibit E
Page 5 of 7
Subgrant Nos.: Adult
DW
Youth
RR
Modification No.:

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

PLEASE NOTE: THE PERCENTAGES/NUMBERS LISTED ON THE TABLES BELOW, HAVE NOT BEEN FINALIZED BETWEEN THE COUNTY AND THE STATE AND ARE TO BE USED FOR PLANNING PURPOSES ONLY. Subgrantees will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, Subgrantees will be notified of the revised performance levels.

Older Youth

DOL Performance Measure	Required Level
Entered Employment Rate	64.3%
Employment Retention Rate	76.9%
Wage Gain	\$3,800
Employment and Credential Attainment Rate	30%

Younger Youth

DOL Performance Measure	Required Level
Skill Attainment Rate	77.8%
Diploma or Equivalent	53.9%
Retention	55.5%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: «Contractor»

Exhibit E
Page 8 of 9
Subgrant Nos.:
Adult
DW
Youth
RR
Modification No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2005 through June 30, 2006, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

The Subgrantee shall comply with all State, federal, and local laws, regulations, directives, and policies, and WIB approved memorandums of understanding, governing the Rapid Response program.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



**COUNTY OF LOS ANGELES
CONTRACT AMENDMENTS
GRANT PROGRAM**

Contract # _____
Amendment # _____

Attachment E

This Amendment is made and entered into this _____ day of _____, 200____, by and between the County of Los Angeles, hereinafter referred to as the "County" by and through its Department of Community and Senior Services, hereinafter referred to as "CSS", and _____, hereinafter referred to as the "Contractor".

PREAMBLE

WHEREAS, the parties hereto have previously entered into a Contract on _____ for an amount not to exceed \$ _____ pursuant to the [name of State/ federal act/program] ([citation]) (hereinafter, the "Program") was implemented to provide services to _____; and,

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on contractor's performance and availability of funding provided that the amount of change does not exceed _____% of the original amount; and

WHEREAS, the County has determined that Contractor is currently performing in a manner which indicates its ability to effectively provide the necessary additional services, and that funding to continue such services is currently available; and

WHEREAS, the parties hereto desire to amend said Contract and its Exhibits in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties hereto agree as follows:

I. Subsection (a) of SECTION 1. APPLICABLE DOCUMENTS are hereby

amended by adding new/revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:

(1) Statement of Work (Exhibit C)

(2) Budget (Exhibit D)

(3) Performance Requirements (Exhibit E)

II. SECTION 3. COUNTY FISCAL OBLIGATION is amended in its entirety as follows:

(1) The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by

the County shall not exceed _____ dollars (\$ _____) during the term of this Contract.

(2) Notwithstanding any other provision in this Contract, funding previously allocated to Contractor in the amount of \$ _____ (\$ _____) in grant funds) that is not expended, or expected to be expended, by _____, 20____, and invoiced to CSS by the applicable close-out date shall not be reimbursed to Contractor. In the event that previously allocated funds reimbursed by CSS are not fully expended by _____, 200____, Contractor agrees to repay any excess amounts to CSS upon demand. Contractor shall expend and use for identified services only the additional amount of \$ _____ identified in this Amendment for the period of _____, 20____ through and including _____, 200____.

III. **SECTION 5. TERM** is amended in its entirety to read as follows:

The term of this Contract shall commence on _____, 200____ and terminate no later than _____, 200____, except as otherwise provided in this Contract. IV. Except as expressly modified by this Amendment, the unaffected terms and conditions of the original contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its department of Community and Senior Services, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
CYNTHIA BANKS, Interim Director
Community & Senior Services

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
SUBGRANT AMENDMENT
*By and Between the County of Los Angeles,
and «Contractor»*



WORKFORCE INVESTMENT ACT
SUBGRANT AMENDMENT

Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

SUBGRANTOR: County of Los Angeles
SUBGRANTEE: «Contractor»
«Address»
«City», CA «zip»

SUBGRANTOR: County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020

This Subgrant Amendment is entered into by and between the County of Los Angeles through its department of Community and Senior Services, hereinafter the Subgrantor, and the «Contractor» hereinafter the Subgrantee (or «Contractor» for purposes of Exhibit B). The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant (as amended), the approved RWG Agreement for the above-named RWG service area, the Strategic Five-year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California, pursuant to the Workforce Investment Act (WIA). The Subgrantor desires to modify Subgrant amounts based on Subgrantee's performance and availability of funding, and to amend the following Subgrant exhibit pages (attached hereto and incorporated herein by this reference) which are hereby amended to reflect, among other things, changes in services associated with the modification to the Subgrant funding. Except as expressly modified by this Subgrant Amendment, the unaffected terms and conditions of the original Subgrant shall remain valid, binding, and enforceable against the parties.

Funding Detail Chart
Budget
WIA Performance Requirements
Exhibit A, pages 1 through 1
Exhibit D, pages 1 through 6
Exhibit E, pages 1 through 7

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL."

PRIOR AMOUNT: «Total»
INCREASE/DECREASE: «RTotal»
TOTAL: «NewTotal»

PURPOSE:

APPROVED FOR SUBGRANTOR
APPROVED FOR SUBGRANTEE
COUNTY OF LOS ANGELES
«Contractor»

By: Cynthia Banks
Interim Director
By: _____
Name and Title

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

WIA SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Subgrantee: «Contractor»

Exhibit A
Page 1 of 1
Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

ALLOCATION:

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
WIA Adult	«Adult»	«RAult»	0.00	«TAult»
WIA Dislocated Worker	«DW»	«RDW»	0.00	«TDW»
WIA Youth (In-School)	«IS_Y»	«RIS_Y»	0.00	«TISY»
WIA Youth (Out of School)	«OS_Y»	«ROS_Y»	0.00	«TOSY»
GRAND TOTAL	«Total»	«RTotal»	0.00	«NewTotal»

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modification purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: «Contractor»

Exhibit D
Page 1 of 6
Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

FUNDING SOURCE: WIA Title I Adult

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
BUDGET**

Exhibit D

Page 3 of 6

Subgrant Nos.: «A»

«DW1»

Modification No.: 1

Subgrantee: «Contractor»

FUNDING SOURCE: WIA Title I Dislocated Worker

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: «Contractor»

Exhibit D
Page 5 of 6
Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

FUNDING SOURCE: WIA Title I Youth

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: «Contractor»

Exhibit E
Page 1 of 7
Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2004 through June 30, 2005, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

Adult

DOL Performance Measure	Required Level
Entered Employment Rate	72%
Employment Retention Rate	82%
Earnings Change Rate	\$3,450
Employment and Credential Attainment Rate	55%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: «Contractor»

Exhibit E
Page 3 of 7
Subgrant Nos.: «A»
«DWI»
«Y»
Modification No.: 1

FUNDING SOURCE: WIA Title I Dislocated Worker

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2004 through June 30, 2005, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

Dislocated Worker

DOL Performance Measure	Required Level
Entered Employment Rate	79.5%
Employment Retention Rate	88%
Earnings Replacement Rate	96%
Employment and Credential Attainment Rate	58%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee: «Contractor»

Exhibit E
Page 5 of 7
Subgrant Nos.: «A»
«DW1»
«Y»
Modification No.: 1

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of funds added by this modification is limited to the period July 1, 2004 through June 30, 2005, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

Older Youth

DOL Performance Measure	Required Level
Entered Employment Rate	79.5%
Employment Retention Rate	78%
Wage Gain	\$3,000
Employment and Credential Attainment Rate	30%

Younger Youth

DOL Performance Measure	Required Level
Skill Attainment Rate	76.5%
Diploma or Equivalent	55.5%
Retention	53%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA ADULT AND DISLOCATED WORKER 2005-2006
Minority/Participation/Ownership of Firms/Agencies/Entities
Percent Minority/Women Participation**

FIRM /AGENCY/ ENTITY	Ownership	Partnership	Board Members	Staff
Affiliated Computer Services Inc. (ACS) - ELA	N/A	N/A	0%/0%	52%/37%
Antelope Valley Workforce Development Consortium	N/A	N/A	33%/33%	45%/68%
Carson, Lomita, Torrance Workforce Investment Board	N/A	N/A	N/A	N/A
Chicana Service Action Center	N/A	N/A	100%/90%	100%/81%
City of Compton-Carroll Link	N/A	N/A	100%/33%	100%/72%
City of Hawthorne-South Bay Workforce Investment Board	N/A	N/A	40%/30%	75%/36%
City of Pasadena-Foothill Workforce Investment Board	N/A	N/A	48%/32%	58%/75%
El Proyecto Del Barrio	N/A	N/A	100%/100%	75%/33%
Goodwill Industries of Southern California/El Monte	N/A	N/A	22%/20%	60%/57%
H.S. Consortium of the East San Gabriel Valley dba LA Works	N/A	N/A	33%/17%	72%/72%
Hub Cities Consortium	N/A	N/A	20%/0%	100%/80%
Jewish Vocational Services	N/A	N/A	100%/83%	100%/100%
Jewish Vocational Services-West LA/Marina del Rey	N/A	N/A	100%/83%	56%/82%
Los Angeles Community College District for L.A. Mission College	N/A	N/A	57%/29%	56%/47%
Los Angeles Urban League-Pomona	N/A	N/A	66%/33%	100%/86%
Los Angeles Urban League-South Central	N/A	N/A	66%/33%	100%/86%
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	46%/0%	53%/74%
West San Gabriel Valley Consortium dba Career Partners-Rosemead Area	N/A	N/A	33%/67%	50%/50%
Asian American Drug Abuse, Inc.	N/A	N/A	46%/54%	100%/42%
Assert, Inc.	N/A	N/A	N/A	50%/25%
Basic Adult Spanish Education (BASE)	N/A	N/A	82%/64%	95%/57%
Community Based Education and Development	N/A	N/A	N/A	0%/59%

**WIA ADULT AND DISLOCATED WORKER 2005-2006
Minority/Participation/Ownership of Firms/Agencies/Entities
Percent Minority/Women Participation**

FIRM/AGENCY/ENTITY	Ownership	Partnership	Board Members	Staff
Goodwill Industries	N/A	N/A	22%/20%	60%/57%
Housing Authority City of Los Angeles	---	--	--	--
Jewish Vocational Service	N/A	N/A	0%/39%	16%/83%
New Directions, Inc.	N/A	N/A	8%/31%	62%/13%
Pacific Asian Consortium in Employment (PACE)	N/A	N/A	100%/0%	95%/73%
SER- Jobs for Progress	N/A	N/A	100%/83%	95%/66%
Streelights/Raleigh Studios	N/A	N/A	20%/60%	50%/75%
TTI America	N/A	N/A	40%/30%	75%/36%
UAW-LETC	N/A	N/A	N/A	50%/32%
Van Ness Recovery House	N/A	N/A	40%/30%	35%/52%